



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **T-6**

November 14, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**TRAFFIC SIGNAL CONTROL SYSTEM/CLOSED CIRCUIT TELEVISION CAMERAS
CITY OF DIAMOND BAR--COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 4
4 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this project is exempt from the provisions of the California Environmental Quality Act.
2. Adopt the enclosed Resolution to find that the project to install a traffic control system, the necessary communication conduit, and closed circuit television cameras at designated locations in the City of Diamond Bar; which is of general County interest and that County aid in the amount of \$595,600 should be extended to the City.
3. Approve and authorize the Director of Public Works, or his designee, to sign the enclosed Cooperative Agreement between the City of Diamond Bar and the County of Los Angeles, which provides for a project that consists of a traffic control system, the necessary communication conduit and closed circuit television cameras at designated locations in the City. The total cost of the project is estimated to be \$700,600 with the Los Angeles County Metropolitan Transportation Authority's Grant Funds being \$516,400, County matching funds of \$79,200, and City contribution of \$105,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 1995, Public Works has administered Intelligent Transportation System (ITS) projects within various cities and the unincorporated areas. The primary system component of these projects is a traffic signal control system that allows traffic signals to be monitored and controlled from a remote location, such as a traffic management center, city hall, or a maintenance yard. Your Board's adoption of the enclosed Resolution will authorize the expenditure of County Proposition C funds in the City of Diamond Bar for a traffic signal control system, conduit work, closed circuit television cameras, and associated communication equipment. Approval of this Agreement will provide the City with the ability to provide for continuous monitoring of traffic conditions and traffic signal operations at specific intersections within the City of Diamond Bar and build upon the benefits achieved by the traffic signal synchronization projects currently underway by Public Works. The traffic signal control system will also provide two-way communications and control functions between the traffic signal controllers and remote workstations.

To enable the work to be completed in an expeditious manner and to enable the City to assume ownership, maintenance, and appropriate warranties on software and hardware, the City of Diamond Bar has agreed to procure their agency's system, as described in Attachment A of the enclosed Agreement. The City of Diamond Bar will also be responsible for administering the construction contract for the communications conduit. The County will administer the procurement and construction of six closed circuit cameras and associated communications equipment. Three of the six cameras and associated communications equipment will be paid for by the City of Diamond Bar. Your Board's adoption of the Resolution and approval of the enclosed Agreement is necessary for the delegation of responsibilities and the cooperative financing of the project. This Agreement is authorized and provided for by the provisions of Sections 1680-1685 of the California Streets and Highways Code.

Implementation of Strategic Plan Goals

These recommendations are consistent with the County's Strategic Plan Goal of Service Excellence as the implementation of this project will result in reduced traffic congestion and delay, improved mobility, and reduced vehicle emissions, thus, improving the overall quality of life for the residents of the County of Los Angeles.

FISCAL IMPACT/FINANCING

There will be no impact to the County's general fund. The project, at a total cost of \$700,600, is included in the Fiscal Year 2006-07 Proposition C Local Return Fund budget. The Los Angeles County Metropolitan Transportation Authority Grant Funds in the amount of \$516,400, will reimburse part of the project. The County of Los Angeles will provide matching funds of \$79,200. The City of Diamond Bar will provide the remaining \$105,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Resolution and Agreement, have been approved as to form by County Counsel. The Resolution provides for the County to extend financial assistance to the City of Diamond Bar for the project. The Agreement establishes the roles and responsibilities for the County and the City. The City will perform procurement services, installation, integration, contract administration, and all other work necessary to purchase and install traffic signal control system software, related hardware and communications conduit within the City of Diamond Bar. The Agreement establishes the County contribution to the City for these expenditures not to exceed \$595,600 by utilizing the Los Angeles County Metropolitan Transportation Authority grant funds and other County funds.

The Agreement also provides for the City to fund the installation of three closed circuit television cameras that will occur under a future Public Works administered construction contract and establishes the City contribution to the County for these cameras not to exceed \$105,000.

ENVIRONMENTAL DOCUMENTATION

Since the project involves the modification of existing traffic signal systems, installation of new traffic signal systems, and reconstruction of existing roadway pavement, it is categorically exempt pursuant to Class 1, Subsections (x)(4), (x)(5), and (x)(14) of the revised County Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended services, including implementation of the proposed system.

The Honorable Board of Supervisors
November 14, 2006
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CONCLUSION

Enclosed are two copies of the Resolution. Upon approval, please return three adopted copies of this letter to Public Works. After final approval by the City of Diamond Bar, we will provide you with a fully executed original copy marked COUNTY ORIGINAL for your files.

Respectfully submitted,



DONALD L. WOLFE
Director of Public Works

HH:pc

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Enc. 2

cc: Chief Administrative Office
County Counsel

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES TO EXTEND COUNTY AID TO THE CITY OF DIAMOND BAR FOR
THE PURPOSE OF INSTALLING A TRAFFIC SIGNAL CONTROL SYSTEM AND
ASSOCIATED COMMUNICATIONS EQUIPMENT**

WHEREAS, the City of Diamond Bar desires to procure Traffic Signal Control System Software and Hardware, which work is hereinafter referred to as SYSTEM; and

WHEREAS, COUNTY desires to construct and install Closed Circuit Television Cameras, which work is hereinafter referred to as CAMERAS; and

WHEREAS, CITY desires to construct and install communication lines for SYSTEM, which work is hereinafter referred to as CONDUIT; and

WHEREAS, SYSTEM, CAMERAS, AND CONDUIT are hereinafter collectively referred to as PROJECT; and

WHEREAS, the total cost of PROJECT is currently estimated to be Seven Hundred Thousand Six Hundred and 00/100 Dollars (\$700,600); and

WHEREAS, COUNTY has obtained Metropolitan Transportation Authority grant funds of Five Hundred Sixteen Thousand Four Hundred and 00/100 Dollars (\$516,400) and will provide matching funds of Seventy-Nine Thousand Two Hundred and 00/100 Dollars (\$79,200) for the cost of SYSTEM, CONDUIT and 50 percent of cost of CAMERAS; and

WHEREAS, CITY will fund 50 percent of cost of CAMERAS in the amount of One Hundred Five Thousand and 00/100 Dollars (\$105,000); and

WHEREAS, PROJECT is consistent with the scope of work for traffic improvements within CITY pursuant to Memorandum of Understanding No. 447-246-2-92-95/P0002315 between COUNTY and the MTA; and

WHEREAS, PROJECT is located and will be utilized entirely within the jurisdictional limits of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY will administer the procurement of the SYSTEM and design and construction of CONDUIT; and

WHEREAS, COUNTY will administer the design, procurement, and construction of CAMERAS and construct the necessary traffic signal controller and cabinet upgrades for SYSTEM; and

WHEREAS, the location of the CONDUIT to be installed is on Golden Springs Drive from Adel Avenue to Copley Drive and on Copley Drive from Golden Springs Drive to the CITY'S Traffic Management Center's communications vault; and

WHEREAS, CONDUIT also includes the upgrade of the communication lines on Pathfinder Road from Brea Canyon Road to the State Route 57 Freeway southbound on/off ramp, Brea Canyon Road from Golden Springs Drive to Washington Street, Diamond Bar Boulevard from Gentle Springs Drive/Palomino Drive to the State Route 60 eastbound on/off ramp, and on Golden Springs Drive from Brea Canyon Road to the State Route 60 Eastbound on/off ramp; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1684 of the California Streets and Highways Code.

NOW, THEREFORE, the Board of Supervisors of the County of Los Angeles does hereby resolve as follows:

Section 1. The PROJECT is of general County interest and County aid shall be extended therefor.

Section 2. Subject to the terms and conditions set forth herein, the County of Los Angeles consents, pursuant to the provisions of Sections 1680-1684 of the California Streets and Highways Code, to extend County aid in the amount of \$595,600 to the City of Diamond Bar for the installation of a traffic signal control system and associated communications conduit.

Section 3. The financial obligations of the County of Los Angeles are expressly conditioned upon obtaining reimbursement from the MTA pursuant to Memorandum of Understanding Number 447-246-2-92-95/P0002315 between the County of Los Angeles and the MTA.

Section 4. If any provision of this Resolution is held or declared to be invalid, the Resolution shall be void and the consent granted hereunder shall lapse.

The foregoing Resolution was on the _____ day of _____, 2006, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts for which said Board so acts.

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF DIAMOND BAR, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H

WHEREAS, CITY desires to procure Traffic Signal Control System Software and Hardware according to the payment schedule as described in Attachment A of this AGREEMENT, which work is hereinafter referred to as SYSTEM; and

WHEREAS, COUNTY desires to construct and install Closed Circuit Television Cameras, which work is hereinafter referred to as CAMERAS; and

WHEREAS, CITY desires to construct and install communication lines for SYSTEM, which work is hereinafter referred to as CONDUIT; and

WHEREAS, SYSTEM, CAMERAS, AND CONDUIT are hereinafter collectively referred to as PROJECT; and

WHEREAS, the total cost of PROJECT is currently estimated to be Seven Hundred Thousand Six Hundred and 00/100 Dollars (\$700,600); and

WHEREAS, COUNTY has obtained Metropolitan Transportation Authority grant funds of Five Hundred Sixteen Thousand Four Hundred and 00/100 Dollars (\$516,400) and will provide matching funds of Seventy-Nine Thousand Two Hundred and 00/100 Dollars (\$79,200) for the cost of SYSTEM, CONDUIT and 50 percent of cost of CAMERAS; and

WHEREAS, CITY will fund 50 percent of cost of CAMERAS in the amount of One Hundred Five Thousand and 00/100 Dollars (\$105,000); and

WHEREAS, PROJECT is consistent with the scope of work for traffic improvements within CITY pursuant to Memorandum of Understanding No. 447-246-2-92-95/P0002315 between COUNTY and the MTA; and

WHEREAS, PROJECT is located and will be utilized entirely within the jurisdictional limits of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY will administer the procurement of the SYSTEM and design and construction of CONDUIT; and

WHEREAS, COUNTY will administer the design, procurement and construction of CAMERAS and construct the necessary traffic signal controller and cabinet upgrades for SYSTEM; and

WHEREAS, the cost of SYSTEM, includes the costs of the procurement administration of the Traffic Signal Control System Software and Hardware, and system installation, integration and acceptance testing, and all other work and materials necessary to complete SYSTEM in accordance with the approved conceptual plan, as more fully set forth herein; and

WHEREAS, the cost of CAMERAS includes the unit cost for the Closed Circuit Television Cameras as determined by the County's executed purchase order's unit cost for CAMERAS and the construction bid items to install CAMERAS, as more fully set forth herein; and

WHEREAS, cost of CONDUIT, includes the costs of construction bid items upon the award of bid for CONDUIT and communication conductors and appurtenant equipment; and

WHEREAS, the location of the CONDUIT to be installed is on Golden Springs Drive from Adel Avenue to Copley Drive and on Copley Drive from Golden Springs Drive to the CITY's Traffic Management Center's communications vault; and

WHEREAS, CONDUIT also includes the upgrade of the communication lines on Pathfinder Road from Brea Canyon Road to the State Route 57 Freeway Southbound on/off ramp, Brea Canyon Road from Golden Springs Drive to Washington Street, Diamond Bar Boulevard from Gentle Springs Drive/Palomino Drive to the State Route 60 Eastbound on/off ramp and on Golden Springs Drive from Brea Canyon Road to the State Route 60 Eastbound on/off ramp; and

WHEREAS, the term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity which is a party to this AGREEMENT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1680-1684 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To administer the procurement contract for SYSTEM and design and construction contract for CONDUIT.
- b. To finance 50 percent of the cost of CAMERAS, estimated to be One Hundred Five Thousand and 00/100 Dollars (\$105,000), as determined by the unit cost for the Closed Circuit Television Cameras indicated by the County's executed purchase order's unit cost for CAMERAS and the construction bid items to install CAMERAS.
- c. If needed, to advertise SYSTEM and CONDUIT for bids, to inform COUNTY of the content of the bids received, to award the contract after approval by COUNTY, and to administer the procurement contract.
- d. To administer the procurement and deployment of SYSTEM and CONDUIT in accordance with all regulations and requirements of MTA relating to the expenditure of Proposition C Local Return funds and Proposition C twenty-five percent (25%) Discretionary funds. CITY'S records for SYSTEM and CONDUIT shall be open to inspection and subject to audit and reproduction by the COUNTY and MTA, or any of their duly representatives. CITY financial records shall be retained for a period of not less than five (5) years after final payment to contractor(s) for SYSTEM and CONDUIT. CITY shall maintain all other records pursuant to this agreement permanently. Said records shall include, but not be limited to, engineering plans, as-built drawings, contractor agreements, and insurance records, in accordance with paragraph (1) f. below.
- e. To furnish COUNTY with information on all contract change orders for SYSTEM and CONDUIT and obtain COUNTY'S prior approval of all such contract change orders, subject to paragraph (2) c., below.
- f. To ensure that COUNTY and all officers and employees of COUNTY are named as additional insured parties under Contractor's General Liability and automobile insurance policies for any vendor(s) utilized by CITY for procurement of SYSTEM and CONDUIT.
- g. To furnish COUNTY, within one hundred twenty (120) calendar days after final acceptance of SYSTEM and CONDUIT and not later than sixty (60) calendar days prior to the funding lapsing date of the MTA grant funds, a final accounting of the actual total SYSTEM and CONDUIT costs, including an itemization of actual unit costs and actual contract quantities; and all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for CITY'S performance as specified in paragraph (1) a., above.

- h. To submit an invoice to COUNTY in a not-to-exceed amount of Four Hundred Ninety Thousand Six Hundred and 00/100 Dollars (\$490,600) which includes the cost for SYSTEM and CONDUIT within 30 days of the adoption of this agreement by COUNTY, subject to paragraph (3) l., below.
- i. To obtain and grant to COUNTY any necessary temporary right of way within CITY for construction of CAMERAS at no cost to COUNTY.
- j. To issue COUNTY a no-fee permit (s) authorizing COUNTY to construct CAMERAS within CITY highway right of way.
- k. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction of CAMERAS. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain CAMERAS, or appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- l. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of CAMERAS for construction bids, award, and administration of the construction contract and in all things necessary and proper to install CAMERAS.
- m. Upon completion of PROJECT: 1) to accept full, complete, and sole ownership of, and responsibility for, operations and maintenance of, the PROJECT; and 2) to be solely responsible to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT.
- n. To prepare the necessary environmental documents and make the required environmental findings for SYSTEM and CONDUIT.
- o. To review bids, the proposed award amount for CAMERAS, and any change orders for CAMERAS, and provide written approval, or other response, within twenty (20) calendar days of presentation by COUNTY. CITY'S approval may not be withheld unreasonably. If CITY'S response is not received within said twenty (20) calendar days, COUNTY may proceed with CAMERAS or change orders.

(2) COUNTY AGREES:

- a. To secure and obtain MTA grant funds to be used to finance the cost of SYSTEM, CONDUIT, and 50 percent of CAMERAS.
- b. To deposit with CITY, following execution of this AGREEMENT and upon submittal of an invoice by CITY pursuant to paragraph (1) h. above, sufficient COUNTY funds to finance COUNTY'S share of PROJECT minus CITY'S share of PROJECT by utilizing MTA grant funds and COUNTY matching funds subject to paragraph (2) c., below. The actual cost of PROJECT is to be determined by a final accounting of PROJECT cost.
- c. To review bids, the proposed award amount for PROJECT, and any change orders for PROJECT and provide written approval, or other response, within twenty (20) calendar days of presentation by CITY. COUNTY'S approval may not be withheld unreasonably. If COUNTY'S response is not received within said twenty (20) calendar days, CITY may proceed with PROJECT or change orders.
- d. To authorize CITY to represent COUNTY in all negotiations pertaining to the advertisement of CONDUIT and SYSTEM for bids, award, and administration of the contract, and in all things necessary and proper to complete CONDUIT and SYSTEM .
- e. To perform or cause to be performed the procurement, preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation for CAMERAS.
- f. To obtain CITY'S approval of plans for CAMERAS prior to advertising for construction bids consistent with Paragraph 1 (o) above.
- g. To advertise CAMERAS for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- h. To administer the design and construction of CAMERAS in accordance with all regulations and requirements of MTA relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-five Percent (25%) Discretionary funds and Memorandum of Understanding No. 447-246-2-92-95/P0002315 between COUNTY and the MTA.
- i. To submit an invoice to CITY in a not-to-exceed amount of One Hundred Five Thousand and 00/100 Dollars (\$105,000) which includes the cost for 50 percent of cost of CAMERAS within 30 days of the adoption of this agreement by COUNTY, subject to paragraph (3) l., below.

- j. To ensure that CITY and all officers and employees of CITY are named as additional insured parties under the construction Contractor's General Liability and automobile insurance policies for any vendor(s) utilized by County and City in connection with PROJECT.
- k. To furnish CITY, after final acceptance of PROJECT, a final accounting of the actual total CAMERA cost including an itemization of actual unit costs and actual contract quantities; all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for COUNTY'S performance as specified in paragraph (2) e., above.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. COUNTY'S contribution shall only pay for those eligible items of work included in the MTA'S Bus Speed Improvements Program guidelines.
- b. The cost of SYSTEM, as referred to in this AGREEMENT, shall consist of the costs of procurement, and the Traffic Signal Control Software and hardware and system installation, integration and acceptance testing, and all other work and materials necessary to complete SYSTEM in accordance with the approved conceptual plan and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

The cost of PROCUREMENT, as referred to in this AGREEMENT, shall consist of all necessary work prior to advertising of SYSTEM for bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

- c. Within 60 days of completion of SYSTEM and CONDUIT, CITY shall transmit a final accounting to COUNTY. If net cost of SYSTEM and CONDUIT, based upon the final accounting of said items, is less than COUNTY'S payments, as set forth in paragraph (2) b., above, CITY shall refund the difference to COUNTY within 90 calendar days of CITY's transmittal of final accounting to COUNTY.
- d. During implementation of SYSTEM and construction of CONDUIT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, a Consultant or other representative to assist in the integration of SYSTEM and construction of CONDUIT. COUNTY shall have no obligation to inspect SYSTEM or CONDUIT and no liability shall be attributable to the COUNTY as a result of COUNTY'S inspection or failure to inspect. Said consultant(s) and inspectors

shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final, and the CITY inspector shall be responsible for the proper inspection of SYSTEM and CONDUIT as needed.

- e. During construction of CAMERAS, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of the CAMERAS. CITY shall have no obligation to inspect the CAMERAS during construction of CAMERAS and no liability shall be attributable as a result of CITY'S inspection or failure to inspect during construction of CAMERAS. Said consultant(s) and inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of CAMERAS as needed.
- f. COUNTY shall not be liable for any costs for SYSTEM and CONDUIT that does not conform to the regulations and requirements of MTA, as referred to in paragraph (1) d., above.
- g. The financial obligations of COUNTY pursuant to this AGREEMENT are expressly conditioned upon COUNTY obtaining reimbursement from the MTA pursuant to Memorandum of Understanding Number 447-246-2-92-95/P0002315 between COUNTY and the MTA.
- h. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a non-material nature may be made by the mutual written consent of the parties.
- i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. David G. Liu, P.E.
Director of Public Works
City of Diamond Bar
21825 E. Copley Drive
Diamond Bar, CA 91765-4178

COUNTY: Mr. Donald L. Wolfe
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.
- k. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- l. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 60998 between CITY and COUNTY, adopted by the Board of Supervisors on April 11th, 1989, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF DIAMOND BAR on October 4, 2006, and by the COUNTY OF LOS ANGELES on _____, 2006.

COUNTY OF LOS ANGELES

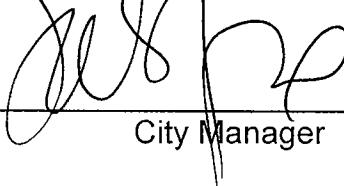
By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

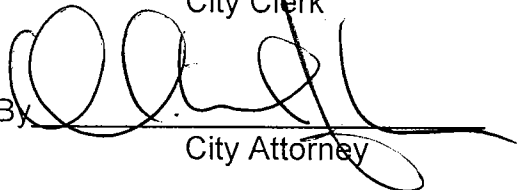
By 
Deputy

CITY OF DIAMOND BAR

By 
City Manager

ATTEST:

By 
City Clerk

By 
City Attorney

Attachment A

City of Diamond Bar KITS DELIVERABLES AND PAYMENTS

Project Costs per Task/Deliverable

Task/Deliverable	Value (Labor)	Value (Expenses)
1. Project Management	\$18,000	
2. Preliminary Engineering		
2.1 Software Functional Specification	\$ 3,000	
2.2 IP Addressing review	\$ 2,000	
3. Procurement		
3.1 Bill of Materials for Central System Equipment	\$ 4,000	
4. KITS		
4.1 Functionality Review	\$ 8,000	
5. System Integration		
5.1 Installation Procedure	\$ 3,000	
5.2 Equipment Configuration in KHA Lab	\$ 9,000	
5.3 Equipment Shipment and Installation at City TMC	\$ 7,000	
5.4 Map Configuration and System Integration for 10 Intersections	\$ 20,000	
5.5 Training	\$ 3,000	
5.6 Acceptance Test Plan	\$ 3,000	
5.7 Execution of Acceptance Test	\$ 7,000	
5.8 Acceptance Test Report	\$ 4,000	
6. Documentation		
6.1 Electronic copies of the System USER'S, MAINTENANCE AND QUICK START GUIDE for KITS	\$ 2,000	
6.2 Training	\$ 3,000	
7. Final Training		
7.1 Electronic Copies of Training Documentation (syllabus, manuals, visual presentation materials)	\$ 2,000	
7.2 Hands-on Training	\$ 6,000	
SUBTOTAL	\$104,000	
1-Year Warranty	\$ 10,000	
4 Years Maintenance, Support and KITS Software Upgrades	\$ 60,000	
Travel, Shipping and Other Direct Project Expenses		\$15,000
3rd Party Tools and Hardware		\$45,000
TOTAL LABOR SUM	\$174,000	
CONTINGENCIES	\$ 26,100	
TOTAL EXPENSE SUM		\$60,000
GRAND TOTAL	\$260,100	